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Attorneys for Defendant  
TRUE MANUFACTURING CO., INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

PHILADELPHIA INDEMNITY  
INSURANCE COMPANY, as subrogee  
of Temple Beth Shalom and Lycee  
International De Los Angeles, dba  
French American School,

Plaintiff,

v.

TRUE MANUFACTURING CO. INC.  
and DOES 1 to 50, inclusive,

Defendants.

Case No. 8:17-cv-00401 AG (KESx)

Judge: Hon. Andrew J. Guilford  
Magistrate: Hon. Karen E. Scott

**STIPULATED PROTECTIVE  
ORDER**

(Adapted from Hon. Andrew J.  
Guilford's Standing Protective Order)

Plaintiff PHILADELPHIA INDEMNITY INSURANCE COMPANY  
("Plaintiff") and Defendant TRUE MANUFACTURING CO., INC. ("Defendant"),  
through their counsel of record, hereby agree to the below Stipulated Protective  
Order, adapted from Hon. Andrew J. Guilford's Standing Protective Order.

**1. PURPOSE AND LIMITS OF THIS ORDER**

Discovery in this action is likely to involve confidential, proprietary, or private  
information requiring special protection from public disclosure and from use for  
any purpose other than this litigation. Thus, the Court enters this Protective Order.  
This Order does not confer blanket protections on all disclosures or responses to

discovery, and the protection it gives from public disclosure and use extends only to the specific material entitled to confidential treatment under the applicable legal principles. This Order does not automatically authorize the filing under seal of material designated under this Order. Instead, the parties must comply with L.R. 79-5.1 if they seek to file anything under seal. This Order does not govern the use at trial of material designated under this Order.

## **2. DESIGNATING PROTECTED MATERIAL**

**2.1 Over-Designation Prohibited.** Any party or non-party who designates information or items for protection under this Order as “CONFIDENTIAL” (a “designator”) must only designate specific material that qualifies under the appropriate standards. To the extent practicable, only those parts of documents, items, or oral or written communications that require protection shall be designated. Designations with a higher confidentiality level when a lower level would suffice are prohibited. Mass, indiscriminate, or routinized designations are prohibited. Unjustified designations expose the designator to sanctions, including the Court’s striking all confidentiality designations made by that designator. Designation under this Order is allowed only if the designation is necessary to protect material that, if disclosed to persons not authorized to view it, would cause competitive or other recognized harm. Material may not be designated if it has been made public, or if designation is otherwise unnecessary to protect a secrecy interest. If a designator learns that information or items that it designated for protection do not qualify for protection at all or do not qualify for the level of protection initially asserted, that designator must promptly notify all parties that it is withdrawing the mistaken designation.

**2.2 Manner and Timing of Designations.** Designation under this Order requires the designator to affix the applicable legend (“CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” to each page that contains protected material. For testimony given in deposition or other proceeding,

1 the designator shall specify all protected testimony and the level of protection  
2 being asserted. It may make that designation during the deposition or proceeding,  
3 or may invoke, on the record or by written notice to all parties on or before the  
4 next business day, a right to have up to 21 days from the deposition or proceeding  
5 to make its designation.

6           **2.2.1** A party or non-party that makes original documents or materials  
7 available for inspection need not designate them for protection until after the  
8 inspecting party has identified which material it would like copied and  
9 produced. During the inspection and before the designation, all material  
10 shall be treated as **HIGHLY CONFIDENTIAL – ATTORNEY EYES**  
11 **ONLY**. After the inspecting party has identified the documents it wants  
12 copied and produced, the producing party must designate the documents, or  
13 portions thereof, that qualify for protection under this Order.

14           **2.2.2** Parties shall give advance notice if they expect a deposition or  
15 other proceeding to include designated material so that the other parties can  
16 ensure that only authorized individuals are present at those proceedings  
17 when such material is disclosed or used. The use of a document as an  
18 Exhibit at a deposition shall not in any way affect its designation.  
19 Transcripts containing designated material shall have a legend on the title  
20 page noting the presence of designated material, and the title page shall be  
21 followed by a list of all pages (including line numbers as appropriate) that  
22 have been designated, and the level of protection being asserted. The  
23 designator shall inform the court reporter of these requirements. Any  
24 transcript that is prepared before the expiration of the 21-day period for  
25 designation shall be treated during that period as if it had been designated  
26 **HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY** unless otherwise  
27 agreed. After the expiration of the 21-day period, the transcript shall be  
28 treated only as actually designated.

1           **2.3** Inadvertent Failures to Designate. An inadvertent failure to designate  
2 does not, standing alone, waive protection under this Order. Upon timely assertion  
3 or correction of a designation, all recipients must make reasonable efforts to ensure  
4 that the material is treated according to this Order.

5       **3.     CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 All challenges to confidentiality designations shall proceed under L.R. 37-1  
7 through L.R. 37-4.

8       **4.     ACCESS TO DESIGNATED MATERIAL**

9           **4.1 Basic Principles.** A receiving party may use designated material only  
10 for this litigation. Designated material may be disclosed only to the categories of  
11 persons and under the conditions described in this Order.

12           **4.2 Disclosure of CONFIDENTIAL Material Without Further**  
13 **Approval.** Unless otherwise ordered by the Court or permitted in writing by the  
14 designator, a receiving party may disclose any material designated  
15 CONFIDENTIAL only to:

16                   **4.2.1** The receiving party's outside counsel of record in this action and  
17 employees of outside counsel of record to whom disclosure is reasonably  
18 necessary;

19                   **4.2.2** The officers, directors, and employees of the receiving party to  
20 whom disclosure is reasonably necessary, and who have signed the  
21 Agreement to Be Bound (Exhibit A);

22                   **4.2.3** Experts retained by the receiving party's outside counsel of  
23 record to whom disclosure is reasonably necessary, and who have signed the  
24 Agreement to Be Bound (Exhibit A);

25                   **4.2.4** The Court and its personnel;

26                   **4.2.5** Outside court reporters and their staff, professional jury or trial  
27 consultants, and professional vendors to whom disclosure is reasonably  
28 necessary, and who have signed the Agreement to Be Bound (Exhibit A);

1                   **4.2.6** During their depositions, witnesses in the action to whom  
2 disclosure is reasonably necessary and who have signed the Agreement to  
3 Be Bound (Exhibit A); and

4                   **4.2.7** The author or recipient of a document containing the material, or  
5 a custodian or other person who otherwise possessed or knew the  
6 information.

7                   **4.3 Disclosure of HIGHLY CONFIDENTIAL – ATTORNEY EYES**  
8 **ONLY Material Without Further Approval.** Unless permitted in writing by the  
9 designator, a receiving party may disclose material designated HIGHLY  
10 CONFIDENTIAL – ATTORNEY EYES ONLY without further approval only to:

11                   **4.3.1** The receiving party's outside counsel of record in this action  
12 and employees of outside counsel of record to whom it is reasonably  
13 necessary to disclose the information;

14                   **4.3.2** The Court and its personnel;

15                   **4.3.3** Outside court reporters and their staff, professional jury or trial  
16 consultants, and professional vendors to whom disclosure is reasonably  
17 necessary, and who have signed the Agreement to Be Bound (Exhibit A);  
18 and

19                   **4.3.4** The author or recipient of a document containing the material,  
20 or a custodian or other person who otherwise possessed or knew the  
21 information.

22                   **4.4 Procedures for Approving or Objecting to Disclosure of HIGHLY**  
23 **CONFIDENTIAL – ATTORNEY EYES ONLY Material to In-House Counsel**  
24 **or Experts.** Unless agreed to in writing by the designator:

25                   **4.4.1** A party seeking to disclose to in-house counsel any material  
26 designated HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY must  
27 first make a written request to the designator providing the full name of the  
28 in-house counsel, the city and state of such counsel's residence, and such

1 counsel's current and reasonably foreseeable future primary job duties and  
2 responsibilities in sufficient detail to determine present or potential  
3 involvement in any competitive decision-making.

4 **4.4.2** A party seeking to disclose to an expert retained by outside  
5 counsel of record any information or item that has been designated **HIGHLY**  
6 **CONFIDENTIAL – ATTORNEY EYES ONLY** must first make a written  
7 request to the designator that (1) identifies the general categories of  
8 **HIGHLY CONFIDENTIAL – ATTORNEY EYES** information that the  
9 receiving party seeks permission to disclose to the expert, (2) sets forth the  
10 full name of the expert and the city and state of his or her primary residence,  
11 (3) attaches a copy of the expert's current resume, (4) identifies the expert's  
12 current employer(s), (5) identifies each person or entity from whom the  
13 expert has received compensation or funding for work in his or her areas of  
14 expertise (including in connection with litigation) in the past five years, and  
15 (6) identifies (by name and number of the case, filing date, and location of  
16 court) any litigation where the expert has offered expert testimony, including  
17 by declaration, report, or testimony at deposition or trial, in the past five  
18 years. If the expert believes any of this information at (4) - (6) is subject to a  
19 confidentiality obligation to a third party, then the expert should provide  
20 whatever information the expert believes can be disclosed without violating  
21 any confidentiality agreements, and the party seeking to disclose the  
22 information to the expert shall be available to meet and confer with the  
23 designator regarding any such confidentiality obligations.

24 **4.4.3** A party that makes a request and provides the information  
25 specified in paragraphs 4.4.1 or 4.4.2 may disclose the designated material to  
26 the identified in-house counsel or expert unless, within seven days of  
27 delivering the request, the party receives a written objection from the  
28 designator providing detailed grounds for the objection.

1                   **4.4.4** All challenges to objections from the designator shall proceed  
2                   under L.R. 37-1 through L.R. 37-4.

3       **5.     PROSECUTION BAR**

4                   Absent written consent from the designator, any individual who receives  
5                   access to **HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY** information  
6                   shall not be involved in the prosecution patents or patent applications concerning  
7                   the field of the invention of the patents-in-suit for the receiving party or its  
8                   acquirer, successor, predecessor, or other affiliate during the pendency of this  
9                   action and for one year after its conclusion, including any appeals. “Prosecution”  
10                  means drafting, amending, advising on the content of, or otherwise affecting the  
11                  scope or content of patent claims or specifications. These prohibitions shall not  
12                  preclude counsel from participating in reexamination or inter partes review  
13                  proceedings to challenge or defend the validity of any patent, but counsel may not  
14                  participate in the drafting of amended claims in any such proceedings.

15       **6.     PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
16       **PRODUCED IN OTHER LITIGATION**

17                  **6.1     Subpoenas and Court Orders.** This Order in no way excuses  
18                  non-compliance with a lawful subpoena or court order. The purpose of the duties  
19                  described in this section is to alert the interested parties to the existence of this  
20                  Order and to give the designator an opportunity to protect its confidentiality  
21                  interests in the court where the subpoena or order issued.

22                  **6.2     Notification Requirement.** If a party is served with a subpoena or a  
23                  court order issued in other litigation that compels disclosure of any information or  
24                  items designated in this action as **CONFIDENTIAL** or **HIGHLY**  
25                  **CONFIDENTIAL – ATTORNEY EYES ONLY** that party must:

26                         **6.2.1** Promptly notify the designator in writing. Such notification  
27                         shall include a copy of the subpoena or court order;  
28

1                   **6.2.2** Promptly notify in writing the party who caused the subpoena  
2 or order to issue in the other litigation that some or all of the material  
3 covered by the subpoena or order is subject to this Order. Such notification  
4 shall include a copy of this Order; and

5                   **6.2.3** Cooperate with all reasonable procedures sought by the  
6 designator whose material may be affected.

7                   **6.3 Wait For Resolution of Protective Order.** If the designator timely  
8 seeks a protective order, the party served with the subpoena or court order shall not  
9 produce any information designated in this action as CONFIDENTIAL or  
10 HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY before a determination  
11 by the court where the subpoena or order issued, unless the party has obtained the  
12 designator’s permission. The designator shall bear the burden and expense of  
13 seeking protection of its confidential material in that court.

14 **7. UNAUTHORIZED DISCLOSURE OF DESIGNATED MATERIAL**

15                   If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
16 designated material to any person or in any circumstance not authorized under this  
17 Order, it must immediately (1) notify in writing the designator of the unauthorized  
18 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the  
19 designated material, (3) inform the person or persons to whom unauthorized  
20 disclosures were made of all the terms of this Order, and (4) use reasonable efforts  
21 to have such person or persons execute the Agreement to Be Bound (Exhibit A).

22 **8. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
23 **OTHERWISE PROTECTED MATERIAL**

24                   When a producing party gives notice that certain inadvertently produced  
25 material is subject to a claim of privilege or other protection, the obligations of the  
26 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).  
27 This provision is not intended to modify whatever procedure may be established in  
28



an e-discovery order that provides for production without prior privilege review pursuant to Federal Rule of Evidence 502(d) and (e).

**9. FILING UNDER SEAL**

Without written permission from the designator or a Court order, a party may not file in the public record in this action any designated material. A party seeking to file under seal any designated material must comply with L.R. 79-5.1. Filings may be made under seal only pursuant to a court order authorizing the sealing of the specific material at issue. The fact that a document has been designated under this Order is insufficient to justify filing under seal. Instead, parties must explain the basis for confidentiality of each document sought to be filed under seal. Because a party other than the designator will often be seeking to file designated material, cooperation between the parties in preparing, and in reducing the number and extent of, requests for under seal filing is essential. If a receiving party's request to file designated material under seal pursuant to L.R. 79-5.1 is denied by the Court, then the receiving party may file the material in the public record unless (1) the designator seeks reconsideration within four days of the denial, or (2) as otherwise instructed by the Court.

**11. FINAL DISPOSITION**

Within 60 days after the final disposition of this action, each party shall return all designated material to the designator or destroy such material, including all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any designated material. The receiving party must submit a written certification to the designator by the 60-day deadline that (1) identifies (by category, where appropriate) all the designated material that was returned or destroyed, and (2) affirms that the receiving party has not retained any copies, abstracts, compilations, summaries, or any other format reproducing or capturing any of the designated material. This provision shall not prevent counsel from

1 retaining an archival copy of all pleadings, motion papers, trial, deposition, and  
2 hearing transcripts, legal memoranda, correspondence, deposition and trial  
3 exhibits, expert reports, attorney work product, and consultant and expert work  
4 product, even if such materials contain designated material. Any such archival  
5 copies remain subject to this Order.

6  
7 Dated: April 28, 2017

ARCHER NORRIS

8 /s/ Adrian t. Lambie

9  
10 By: Adrian T. Lambie  
11 Attorney for Defendant  
TRUE MANUFACTURING CO., INC.

12 Dated: April 28, 2017

DENENBERG TUFFLEY PLLC

13 /s/ Media Benjamin

14 By: Media Benjamin  
15 PHILADELPHIA INDEMNITY  
16 INSURANCE COMPANY

17 **ATTESTATION (L.R.-5.434(i))**

18 I, Adrian T. Lambie, attest that all other signatories listed, and on whose  
19 behalf the filing is submitted, concur in the filing's content and have authorized the  
20 filing.

21  
22 Dated: April 28, 2017

/s/ Adrian T. Lambie

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**ORDER**

The Court, having reviewed the foregoing Stipulated Protective Order, and  
good cause appearing therefor, orders as follows:

The foregoing Stipulated Protective Order is Granted.

IT IS SO ORDERED.

Dated: June 12, 2017



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United States District Judge Andrew J Guilford

**EXHIBIT A**

**AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, [print or type full name], of  
\_\_\_\_\_, [print or type full address], declare  
under penalty of perjury that I have read in its entirety and understand the  
Protective Order that was issued by the United States District Court for the Central  
District of California on \_\_\_\_\_ [date] in the case of *Philadelphia*  
*Indemnity Insurance Company v. True Manufacturing Co. Inc.*, Case No. 8:17-cv-  
00401 AG (KESx). I agree to comply with and to be bound by all the terms of this  
Protective Order, and I understand and acknowledge that failure to so comply  
could expose me to sanctions and punishment for contempt. I solemnly promise  
that I will not disclose in any manner any information or item that is subject to this  
Protective Order to any person or entity except in strict compliance with this  
Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing this Order,  
even if such enforcement proceedings occur after termination of this action.  
I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]